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VIA ECF

Honorable Roanne L. Mann
United States Magistrate Judge
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Re: Kosher Sports Inc. v. Queens Ballpark Company, LLC (No. 10-cv-2618)

Dear Judge Mann:

As counsel for defendant Queens Ballpark Company, LLC ("QBC") in the above-referenced matter, we write pursuant to the Court's request for a status update on the parties' efforts to reach agreement, pursuant to Judge Weinstein's February 21, 2012 Memorandum and Order and this Court's February 27, 2012 Status Report Order, on the future responsibilities of the parties, if any, under the January 23, 2008 agreement (the "Agreement").

Although the parties have reached agreement on the amount of damages now due to QBC from KSI under the Agreement (reflecting KSI's continued operations at Citi Field through the 2011 season) as reflected in the March 12, 2012 Stipulation (Dckt. #143), they have not been able to reach agreement on the extent of the parties' future responsibilities under the Agreement—both in terms of the obligations, if any, that KSI has to QBC if it elects to keep operating at Citi Field, and the future liabilities, if any, KSI has in the event that it elects not to keep operating and QBC is not able to fully mitigate its damages.

As the parties have not been able to resolve this issue on their own, we respectfully request that the Court schedule a conference to address this issue, and any other issues the Court so desires. KSI has not consented to this letter, which is submitted only on behalf of QBC.

Respectfully submitted,
/s/ Avery S. Mehlman

cc: Ted Normand, Esq.
Jason Cyrulnik, Esq.

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